

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
MAXTEC, INC.		09/17/2010	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
Name:	MAXTEC, LLC		
Street Address:	6526 South Cottonwood Street		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84107		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
<b>PROPERTY NUMBERS Total: 6</b>			
Property Type	Number	Word Mark	
Registration Number:	2276534	HANDI	
Registration Number:	2520610	MAXTEC	
Registration Number:	1931168	MAXO	
Registration Number:	2656092		
Registration Number:	3069090	MAXO2+	
Registration Number:	3521462	MAXVENTURI	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)226-1919		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3122261818		
Email:	jmerritt@factor-lake.com		
Correspondent Name:	FACTOR & LAKE, LTD.		
Address Line 1:	1327 W. Washington Blvd., Suite 5G/H		
Address Line 4:	Chicago, ILLINOIS 60607		
ATTORNEY DOCKET NUMBER:	MAX-981399		

OP \$165.00 2276534

**900171854**

**TRADEMARK**  
**REEL: 004280 FRAME: 0185**

NAME OF SUBMITTER:	Jody L. Factor
Signature:	/Jody L. Factor/
Date:	09/17/2010
<b>Total Attachments: 3</b> source=Executed Trademark Assignment#page1.tif source=Executed Trademark Assignment#page2.tif source=Executed Trademark Assignment#page3.tif	

**FACTOR & LAKE, LTD.**  
1327 West Washington Blvd.  
Suite 5G/H  
Chicago, Illinois 60607  
(312) 226-1818

### **TRADEMARK ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **MAXTEC, INC.**, a Utah corporation, having a principal place of business at 6526 South Cottonwood Street, Salt Lake City, Utah 84107 (hereinafter referred to as "ASSIGNOR") hereby transfers, assigns, and conveys to **MAXTEC, LLC**, a Utah limited liability company, having a principal place of business at 6526 South Cottonwood Street, Salt Lake City, Utah 84107 (hereinafter referred to as "ASSIGNEE"), ASSIGNOR's entire worldwide right, title and interest in and to, as well as the goodwill of, the trademark applications identified in the attached **Exhibit A**, their entirety which is incorporated herein, and made a part hereof; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with ASSIGNOR's entire right, title and interest in, as well as the goodwill of the business associated with the above trademark rights being assigned to ASSIGNEE, are any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT.

ASSIGNOR hereby covenants and warrants that it has the full right to convey the above-described worldwide right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants to FACTOR & LAKE, LLC located at 1327 W. Washington Blvd., Suite 5G/H, Chicago, Illinois, 60607, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

ASSIGNOR(s)

Date: Sept 17, 2010

Signed: Bruce Brierley

Name: Bruce Brierley

Title: President

Witness: Amy Earl

Witness: Don H. Head

# EXHIBIT A

Attorney Docket No.	Title	Country	Application Number	Filing Date	Registration Number	Date Registered
MAX-97900	Handi	US	75/350880	09/03/1997	2,276,534	09/07/1999
MAX-97900CA	Handi	Canada	855596	09/09/1997	TMA546,587	06/14/2001
MAX-991138	Maxtec	US	75/603652	12/11/1998	2,520,610	12/18/2001
MAX-991138CA	Maxtec	Canada	1010470	03/31/1999	TMA585028	07/10/2003
MAX-991139	<b>MAXO<sub>2</sub></b>	US	74/566266	08/26/1994	1,931,168	10/01/1995
MAX-991139CA	<b>MAXO<sub>2</sub></b>	Canada	1010469	03/31/1999	TMA555,445	12/13/2001
MAX-991140CA	Max	Canada	1010471	03/31/1999	TMA570870	11/19/2002
MAX-011141		US	76/300043	08/10/2001	2,656,092	12/03/2002
MAX-031232	MaxO2+	US	78/340964	12/15/2003	3,069,090	03/14/2006
MAX-071115	MaxVenturi	US	77/156369	04/13/2007	3,521,462	10/21/2008
MAX-981399	Invimed	US	76/418864	06/12/2002	2835904	04/27/2004